

SYSTEM MAINTENANCE AGREEMENT

THIS SYSTEM MAINTENANCE AGREEMENT (hereinafter "Agreement") is entered into as of August ____, 2009, by and between HARRIS CORPORATION, RF COMMUNICATIONS DIVISION, contract assignee from M/A-COM, INC. and with offices located at 221 Jefferson Ridge Parkway, Lynchburg, Virginia 24501, USA, ("Seller"), and THE CITY OF OVERLAND PARK, KANSAS, located at 12400 Foster, Overland Park, KS 66213 (hereinafter "Customer").

1. SCOPE OF AGREEMENT

During the term of this Agreement (hereinafter "Term"), Seller agrees to provide Customer with repair and maintenance services and parts, as set forth in Section 2 of this Agreement, to maintain the Customer's radio system equipment provided by Seller to Customer and listed in Addendum II to this Agreement. The list of equipment in Addendum II to this Agreement will be updated after the planned rebanding project is completed; provided, it is the intent of the parties that the equipment included within the updated list shall be included with the scope of maintenance services set forth in this Agreement. In addition, the list of equipment shall be subject to further modification by mutual agreement of the parties.

2. CONDITIONS OF SERVICE

During the term of this Agreement and any renewal term, Seller shall provide to the Customer maintenance services for the Customer's EDACS Simulcast Trunking Radio System, to include related hardware and software. Seller shall supply all supervision, labor, service facilities, technical support, replacement parts, test equipment and supplies necessary to provide the services stated in this Agreement.

2.1 Service Facilities

Seller shall have a full service maintenance facility available and staffed with factory trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated in this Agreement.

2.2 Right to Subcontract

Seller may subcontract maintenance service work to authorized service centers that meet the minimum requirements of a service center set forth in the Seller Authorized Service Center Agreement and that qualify and have the full capability to perform all of the maintenance obligations set forth in this Agreement. Seller shall be fully responsible for the management of the maintenance service work performed by a subcontractor under this Agreement. Should any subcontractor fail to perform or their work otherwise proves

unsatisfactory, Seller will arrange for continuing maintenance of the equipment by qualified technicians for the duration of this Agreement. Seller shall have periodic, but not less than quarterly, conference calls and at least one annual meeting on site with the Customer to evaluate the performance by Seller and its subcontractor(s) under this Agreement.

2.3 Fixed Equipment Maintenance

Fixed equipment is defined as those site repeater stations and associated equipment, multi-site coordinator, console electronics equipment, radio control stations and other fixed equipment, all as listed in Addendum II, Equipment List, attached hereto and incorporated herein by reference. All work on fixed equipment shall be performed at the location of the equipment whenever possible. Emergency service shall be provided twenty-four hours per day, seven days per week. Technical personnel must respond to the emergency service request and begin troubleshooting efforts at the location of the failed equipment within two (2) hours of the request. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of 24 hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

The following equipment items are specifically not covered by the monthly maintenance agreement service fees. Customer may request that these items be serviced by Seller at Demand Services rates:

- Duplexers
- Combiners
- Antennas
- Antenna Feedlines
- Isolators
- Cavities
- External Wiring (outside the site shelter)
- Tower Top Amplifiers (mounted on top of the tower) and their associated power / control panels (mounted in the shelter).
- Uninterruptible Power Supplies (UPS)

2.4 Mobile Equipment Maintenance

Mobile equipment is defined as those vehicular mounted radios, personal portable radios, vehicular repeaters, portable radio chargers and other mobile equipment, all as listed in Addendum II, Equipment List.

Mobile equipment shall be serviced at the Seller's authorized service facility during normal working hours as mutually agreed upon by Seller and the Customer. Emergency service shall be available twenty-four hours per day, seven

days per week. Emergency service on mobile equipment, if requested, will be performed at the rate for Demand Service set forth in Addendum I, Maintenance Rates, attached hereto and incorporated herein by reference.

The following equipment items are specifically not covered by the monthly maintenance agreement service fees. Customer may request that these items be serviced by Seller at Demand Services rates:

- Portable Radio Batteries
- Portable Radio Antennas
- Portable Radio Carrying Accessories
- Portable Radio Audio Accessories (Speaker Mics, Ear Pieces, Surveillance Kits, etc_
- Mobile Radio Antennas

2.5 Spare Parts and Radios

- a. Seller shall maintain a reasonable inventory of replacement parts to help insure the availability of replacement parts as needed to maintain the Customer's radio system. Replacement maintenance parts will be provided by Seller for all repair and remedial maintenance service for equipment listed in Addendum II of this Agreement. The costs of these parts will be included within the monthly service fees set forth in Addendum I to this Agreement. All replacement maintenance parts, whether provided under the monthly maintenance fee arrangement set forth in Addendum I, will be new parts or parts equivalent to new parts when used in connection with the radio system. Defective or nonfunctioning parts removed from the radio system under this Agreement shall become the property of Seller. Parts installed to replace the removed parts shall become the property of the Customer.
- b. Seller will support provisioning of its equipment, to include spare parts, for a period of five (5) years after final production of mobile and portable radios and seven (7) years after final production of fixed equipment. Third party equipment will be supported in accordance with the individual manufacturer's provisioning policy. Seller will utilize commercially reasonable efforts to assure third party spare parts and equipment availability to support its maintenance obligations under this Agreement. Seller shall not be liable to Customer for third party spare part and equipment obsolescence or unavailability under this Agreement beyond commercially reasonable efforts.

2.6 Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Unless otherwise included within the scope of services set

forth in this Agreement, work performed outside of working hours is defined as emergency service and will be performed at Demand Service rates.

2.7 Demand Services

“Demand Services” shall mean service requests that are not included in this Maintenance Agreement as described in Section 2.8, Maintenance Responsibilities, of this Agreement. The installation, removal, or reinstallation of equipment not associated with repair / maintenance efforts as defined in this Agreement shall be considered Demand Service and be performed by Seller, following reasonable notice, and at the rates listed in Addendum I to this Agreement. Service work made necessary because of abuse or neglect not under the control of Seller will be performed at the hourly rate for demand service, plus the purchase of parts. Special work, not otherwise covered, will be performed at Seller Demand Service rates.

Emergency service requests for non-maintenance work during normal or overtime hours will be invoiced with a two (2) hour minimum charge.

2.8 Maintenance Responsibilities

Seller agrees to provide the following services and perform the tasks described as part of this Maintenance Agreement in accordance with the limitations and definitions of Sections 2.7 and 6.4 of this Agreement.

- a. Seller shall check, on a daily basis, the radio system’s alarm status and report any alarm conditions to the customer. Investigation and troubleshooting of alarms shall begin in order of severity and impact to the overall system’s ability to maintain effective communications. Seller will inspect/test the communication equipment and make such repairs, adjustments and replacements of components as may be necessary to maintain and/or restore the system to normal operating conditions.
- b. Seller shall repair, maintain and service all equipment listed in Addendum II, Equipment List, attached hereto.
- c. Seller shall perform preventative maintenance inspections and tests as recommended by the original equipment manufacturer (OEM) and as required by applicable FCC regulations; at a minimum, these inspections and tests will be performed annually for fixed equipment listed in Addendum II.
- d. Seller shall perform Preventative Maintenance service on mobile and portable radio equipment as such equipment is delivered to Seller and bench serviced for remedial repair activities.

- e. In performing repair and remedial maintenance, Seller shall be entitled to exercise reasonable discretion in determining whether to replace or repair any malfunctioning item or system component. If a replacement item or component, other than backbone equipment which must be kept operational on a 24 hours a day basis, cannot be repaired within ten working days, Seller shall have the option to either permanently replace the part or temporarily replace it until repairs are completed. Backbone equipment will be immediately replaced as necessary to insure the continuous operation of the system. Further, Seller agrees to replace or repair any component of the radio system necessary for system functionality.

2.9 Service Records

The following service records shall be maintained and made available to the Customer when they are prepared as set forth below:

Monthly mobile / portable service activity, by vehicle number, including model number, serial number, work performed and parts utilized.

Monthly Fixed Equipment emergency service activity including failure type, corrective action taken and time required to restore service.

An Annual Preventative Maintenance Report for Fixed Equipment shall be provided to Customer within 60 days of completion of each annual PM conducted.

A Quarterly Mobile / Portable Preventative Maintenance Report shall be provided to Customer within 30 days following the end of each quarterly period. The report shall provide PM information for each mobile or portable radio PM checked during that quarter.

Service records for work performed as described in Section 2.9 shall be retained for the duration of this Agreement and any subsequent renewal periods.

2.10 Software Upgrades

Seller will provide labor to install and test software upgrades, whether for corrective or enhancement purposes, provided that Customer subscribes to a Seller software services agreement that provides the upgraded software.

2.11 Database Reprogramming

Database changes will be made by the Customer's system administrator. Mobile radio or system database corrections will be provided by Seller at no cost to Customer, during the term of this Agreement, if the correction is necessary

because of an error or omission on Seller's part. Other database changes made by Seller, at Customer's request, will be performed at the hourly Demand Service Rates listed in Addendum I to this Agreement.

2.12 General

All services provided under this Agreement are only applicable to the products and systems sold and provided by Seller to Customer and listed in Addendum II to this Agreement. Prior to contract signing, Seller reserves the right to request a complete serial number listing of all equipment to be covered under this agreement.

2.13 Special Conditions

Any and all special service conditions are listed in Addendum III to this Agreement, the provisions of which are incorporated herein by reference.

3. CUSTOMER FINANCIAL OBLIGATIONS

- 3.1** Customer shall pay the monthly maintenance fee, invoiced monthly, as set forth in Addendum I to this Agreement in advance, within thirty (30) days of receipt of Seller's invoice. Fees for demand services, as set forth in Addendum I to this Agreement, are payable within thirty (30) days of receipt of Seller's invoice.
- 3.2** Subject to the limitations set forth in this paragraph, Seller may once a year during the term of this Agreement revise the rates set forth in Addendum I by giving Customer written notice thereof not later than ninety (90) days prior to the expiration of the prior yearly period, provided that the revised rates shall be mutually agreed upon in writing. The revised rates shall be effective for the next yearly period. If the revised rates cannot be mutually agreed upon, either party can elect, in writing, to terminate the Agreement as provided in Section 5.2. All pricing adjustments proposed by Seller will be based solely upon and Seller may not propose pricing changes unless there are changes (additions or deletions) in the quantity and list of items of equipment to be maintained under this Agreement as set forth in Addendum II
- 3.3** Any other payments under this Agreement are due within thirty (30) days of receipt of Seller's invoice.
- 3.4** All late payments under this Agreement shall bear interest at a rate of one and one-half percent (1.5%) per month.
- 3.5** Cash Basis Law - Customer is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City of Overland Park's current budget year. In the event the City of Overland Park does not so budget

and appropriate the funds, Customer shall send written notice to Seller of the lack of budgeted funds for this Agreement and the parties shall be relieved from all further obligations, without penalty, under this Agreement except that the Customer shall pay the Seller for all services rendered under this Agreement prior to the date the written notice is received by Seller.

4. WARRANTY

4.1 a. Seller warrants for a period of twelve (12) months from the date of Customer's written acceptance of the installation work (the "Warranty Period") for the products provided under Addendum III of this Agreement (the "Addendum III Products") that the Addendum III Products furnished by Seller under this Agreement shall be free from defects in material and workmanship and shall conform to Seller's published product specifications.

b. Seller warrants that all services performed under this Agreement will be done in an efficient and workmanlike manner.

c. During the applicable warranty period if any component of the Addendum III Products or portion of the services fails to meet the foregoing warranties, Seller shall correct the failure at Seller's option: (1) by repairing any defective component of the Product, or (2) by furnishing any necessary repaired or replacement parts, or (3) by the redoing of the faulty service.

d. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS, IF ANY, FOR SUCH DAMAGES.

4.2 THE WARRANTIES SET FORTH IN SECTION 4.1 ABOVE ARE SELLER'S SOLE WARRANTIES UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 The warranty for any equipment provided during the rebanding process is contained in the separate rebanding services agreement between Seller and Customer.

4.4 Patents, Copyrights and Trademarks

a. Seller shall, at its own expense, hold harmless, defend and indemnify Customer against any claim, suit or proceeding (collectively, "Suit"), costs, expenses, damages and liabilities including reasonable attorneys fees, arising out of, resulting from or pertaining to any claim that the hardware, equipment and software furnished by Seller under this Agreement or any part thereof (collectively, "Property") infringes any patent, copyright or trademark or service mark recognized under the laws of the United States of America or any state thereof or that any licensed use of the Property is claimed to violate any statute, rule, regulation or ordinance or defame or slander any person. Customer shall give Seller prompt written notice of the receipt of any Suit and the exclusive right, at Seller's option and expense, to defend or settle all Suits. Seller shall pay all damages and costs awarded against Customer in connection with such Suit, but shall not be responsible for any compromise made without its written consent. If the use of any Property is enjoined, terminated or modified, then Seller, at its own expense and option, shall either: (i) procure for Customer the right to continue the use of such Property; or (ii) modify the Property so that it becomes non-infringing; or (iii) provide to Customer functionally equivalent property; or (iv) achieve an equitable arrangement with Customer in view of the impact such injunction or limitation may have on Customer's ability to use the Property for its intended purpose. The forgoing indemnification does not apply where such Suit is based solely on any modification, change or alteration of the Property made by Customer, or upon Customer's use of any Property other than as contemplated herein or as otherwise permitted by Seller in writing.

b. Nothing in this Agreement shall be construed as conferring a right to Customer to use in advertising, publicity or otherwise any trademark or trade name of Seller.

4.5 General

a. Seller will investigate interference complaints (at the Demand Service rates specified in Addendum I to this Agreement) and make recommendations as to the use of potential correction devices; however, total freedom from noise and interference cannot be guaranteed. Seller shall, however, be responsible to rectify the diminished performance of any equipment listed in Addendum II to this Agreement, at no cost to Customer, if the diminished performance of the equipment results from Seller's failure to properly maintain the equipment as required hereunder and not from an interference issue.

b. Seller does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment maintenance.

c. If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by Seller upon request at the expense of Customer and shall be paid for pursuant to the Demand Services rates

set forth in Addendum I to this Agreement or other mutually agreed upon rates required for a significant or substantial project..

5. TERM AND TERMINATION

- 5.1** The services under this Agreement will be provided by Seller to Customer for an initial one year period and thereafter on an annual basis as provided herein with rates to be modified as set forth in Section 3.2.
- 5.2** The services shall be automatically extended at the end of the initial year for an additional year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the services shall not be extended.
- 5.3** In the event that Customer fails to make any overdue payments due to Seller under this Agreement within fifteen (15) days after receipt of written notice from Seller, Seller may at its option immediately thereafter terminate this Agreement.
- 5.4** In the event of any other default under this Agreement, either Customer or Seller shall give the other party written notice describing the default and a thirty (30) day period to correct the default. This Agreement may then be immediately canceled if the default is not corrected prior to the end of the thirty (30) day period.
- 5.5** Notwithstanding the forgoing or any other language contained in this Agreement, the Customer is obligated to pay only such periodic payments or installments thereof as may lawfully be made from funds appropriated for such use by the governing authorities of the City of Overland Park, Kansas. Customer agrees to notify Seller in writing at the earliest possible time of the non-appropriation and non-availability of funds to make any periodic payment or installment payment.

6. LIMITATION OF LIABILITY

- 6.1** The total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any hardware, software, or the furnishing of any service shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- 6.2** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LAIBILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL,

CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANY OTHER EQUIPMENT AND DOWNTIME COST.

6.3 [Intentionally Omitted]

6.4 Seller shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by Seller to perform work on Seller equipment. Seller shall not be liable for costs incurred for correcting, replacing or repairing equipment damaged and/or data corruption induced and/or caused by 3rd party personnel or other equipment / systems not provided by Seller.

6.5 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.

6.6 The provisions if this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

6.7 Nothing contained herein shall limit the liability of Seller to persons not a party to this Agreement, for their valid claims for loss due to death, personal injury, or tangible property damage.

6A. INDEMNIFICATION

6A.1 Definitions

For purposes of the following indemnification requirements, the term “Loss” shall have the meaning set forth below:

“Loss” shall mean any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys fees) in connection with any action, proceeding, demand or claim (collectively “Claims”) made by a third party for injury, including death, to any third party or third parties or damages to or loss of, or loss of the use of, tangible property of any third party person, firm, or corporation which arises out of or is connected with the performance of this Agreement whether arising before or after the completion of the work required hereunder.

6A.2 Indemnity

For purposes of this Agreement, Seller agrees to indemnify, defend and hold harmless the Customer, its employees and agents from any and all Losses where the Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or willful misconduct of Seller or its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees arising out of or in connection with the performance of this Agreement whether arising before or after the completion of the work required hereunder. Customer shall give Seller prompt written notice of the receipt of any Claim and the exclusive right, at Seller's option and expense, to defend or settle all Claims.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the Customer or any third party and further notwithstanding any theory of law including, but not limited to, a characteristic of the Customer's or any third party's joint concurring or contributory or comparative fault or negligence as either passive or active in nature, provided, however, that Seller's obligation hereunder shall not include amounts attributable to the fault or negligence of the Customer or any third party for whom Seller is not responsible.

In the case of any Claims against the Customer, its employees or agents indemnified under this Section 6A, by an employee of Seller or its affiliates or subsidiaries or subcontractors/assignees, the indemnification obligation contained in this Section 6A shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Seller or its affiliates, subsidiaries, or subcontractors/assignees set forth hereunder or otherwise permitted.

7. GENERAL PROVISIONS

- 7.1 All notices under this Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for which notice was provided pursuant to this section.

Seller:

Director, Field Services
Harris Corporation

221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501

Customer:

Lt. Col. Mark Kessler or
person designated in writing
City of Overland Park
12400 Foster
Overland Park, KS 66213

With a copy to:

Harris Regional Service Manager
8105 N. Beltline Road
Suite 170
Irving, TX 75063-6070

- 7.2** This Agreement shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Kansas. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of enforceability of any other provisions thereof.
- 7.3** Seller shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, – embargoes or work performed on Seller equipment by third parties not authorized by Seller to perform such work. In the event such delays or failures interrupt Seller’s services to Customer, Seller shall promptly notify Customer of the circumstances and the anticipated delay.
- 7.4** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and this Agreement supersedes and replaces all prior Agreements and understandings, either oral or written, regarding the subject hereof.
- 7.5** This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.
- 7.6** This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Seller may: (i) assign all of its rights, obligations and liabilities under this Agreement to any subsidiary; or (ii) assign its rights to monies due or payable under this Agreement; Seller shall provide Customer with written notice of any such assignment. Seller’s assignment of monies due or payable under the Agreement will not relieve Seller of any obligations or responsibilities to Customer hereunder.

8. INSURANCE REQUIREMENTS

8.1 Seller shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Seller shall provide certificates of insurance and renewals thereof on forms reasonably approved by the Customer. Seller or its insurer shall endeavor to notify the Customer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

8.2 Seller, upon receipt of notice of any claim in connection with the contract, shall promptly notify the Customer, providing full details thereof, including an estimate of the amount of loss or liability.

Seller shall monitor and promptly notify the Customer of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Seller's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Seller shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Customer.

8.3 Commercial General Liability –

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Policy must include the following conditions:

- i) Broad Form Contractual/Contractually Assumed Liability
- ii) Broad Form Property Damage

8.4 Automobile Liability –

Policy shall protect Seller against claims for bodily injury and/or property damage arising from the ownership or use of all owned, if any, and hired and/or non-owned vehicles.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section.

8.5 Umbrella / Excess Liability –

Each Occurrence:	\$ 4,000,000
Annual Aggregate:	\$ 4,000,000

The minimum required coverage limit may be satisfied by adding any combination of primary and umbrella/excess per occurrence and aggregate limits so that the sum of both equals the sum of the limits required.

8.6 Workers' Compensation and Employer's Liability –

This insurance shall protect Seller against all claims under applicable state Workers' Compensation laws. Seller shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

8.7 Industry Ratings –

The Customer will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of A- or better; and
- (3) Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the Customer and Seller.

Certification of insurance coverage in subparagraphs 8.3 & 8.4 above shall be on a Standard Acord Certificate of Liability Insurance form. Unless otherwise specified, Customer shall be shown as an additional insured on all general and automobile liability policies of insurance.

8.8 Subcontractors' Insurance. If a part of the Agreement is to be sublet, Seller shall either:

- (1) Cover all subcontractors under its insurance policies; or

(2) Require each subcontractor not so covered to secure insurance which will protect against all applicable hazards or risks of loss as, and in the minimum amounts designated.

Whichever option is chosen, Seller shall indemnify and hold harmless the Customer as to any and all damages, claims or losses, including attorney's fees, arising out of the negligent or intentional acts or omissions of its subcontractors as provided in Section 6A of this Agreement.

8.9 The provisions of this Agreement shall not be operative until proof of insurance is submitted to Customer.

9. AFFIRMATIVE ACTION AND OTHER LAWS

9.1 Seller agrees that:

a. Seller shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, color, religion, age, disability, sex, ancestry, national origin or veteran status.

b. In all solicitations or advertisements for employees, Seller shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

c. If Seller fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto and such failure is not corrected within thirty (30) days after receipt of written notice from the Customer, Seller shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Customer;

d. If Seller is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final and cannot be appealed by Seller, Seller shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Customer; and

e. Seller shall include the provisions of subsections 9.1 (a) through 9.1 (d) in every subcontract or purchase order for maintenance services or maintenance equipment to be provided by Seller to Customer under this Agreement so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by Seller if Seller:

- (i) employs fewer than four employees during the term of such contract; or
- (ii) has contracts with Customer cumulatively total \$5,000 or less during the fiscal year of the Customer.

9.2 Seller further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to agreement and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

10. CONFIDENTIALITY

Subject to the provisions of the Kansas Open Records Act, the parties agree to make reasonable efforts to keep confidential all information identified in writing by the other party as confidential. Should the Customer receive a request for such information pursuant to the provisions of the Kansas Open Records Act, it shall notify the Seller of the request so that Seller may take such action as it deems necessary to protect its confidential information.

IN WITNESS WHEREOF, intending to be legally bound, Seller and Customer have executed this Agreement as of the dates set forth below.

HARRIS CORPORATION,
acting through its RF Communications
Division

CITY OF OVERLAND PARK, KS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM I

SYSTEM MAINTENANCE RATES

A. MONTHLY RATES

2009 Monthly Charges for Maintenance:

• January 2009	\$17,696.00
• February 2009	\$17,696.00
• March 2009	\$17,696.00
• April 2009	\$17,696.00
• May 2009	\$17,696.00
• June 2009	\$17,696.00
• July 2009	\$19,279.53
• August 2009	\$19,279.53
• September 2009	\$19,279.53
• October 2009	\$19,279.53
• November 2009	\$19,279.53
• December 2009	\$19,279.53

Total Invoice for 2009 **\$221, 853.18**

Maintenance Charges for the following Renewal Years:

<u>Year</u>	<u>Monthly Amt</u>	<u>Annual Total</u>
2010	\$ 19,722.00	\$ 236,664.00
2011	\$ 20,313.65	\$ 243,763.80
2012	\$ 20,923.05	\$ 251,076.60
2013	\$ 21,550.75	\$ 258,609.09

The above maintenance charges are subject to change as provided in Section 3.2 of the Agreement.

Maintenance Charges for 12 Months After the Addendum III Installation Work:

A warranty will be provided, as set forth in Section 4 of this Agreement, for the new equipment to be provided as set forth in Addendum III of this Agreement and as set forth in the Rebanding Services Agreement for the equipment provided under the terms of the Rebanding Services Agreement. Therefore, for a period of twelve months beginning in the month after all of the work described in both: (i) Addendum III to this Agreement (including, without limitation, the MIII, CSD, IMC and Netclock equipment installation); and (ii) the 2009 Rebanding Services Agreement between the Customer and Seller (the "Rebanding Services Agreement"), has been completed and accepted by the Customer in writing, the applicable monthly and annual maintenance rates shown above shall be reduced to the monthly and annual rates shown below:

Monthly	Annually
\$ 8, 201.00	\$ 98,412.00

Once the twelve month period ends, the monthly maintenance rates shall be the applicable rates shown in the schedule above (but subject to change as provided in Section 3.2 of this Agreement).

B. DEMAND SERVICE RATES

Hourly Rate (normal business hours): _____ \$85.00

Hourly Rate (overtime and holidays): _____ \$110.00

C. DATABASE CORRECTION RATES

Hourly Rate (normal business hours) _____ \$85.00

D. MOBILE / PORTABLE RADIO REPROGRAMMING

Hourly Rate (normal business hours) _____ \$85.00

**ADDENDUM II
EQUIPMENT LIST**

A. FIXED EQUIPMENT:

<u>NORTH SITE</u>	
1	RACK ONE WITH 3 REPEATERS/GETC
1	RACK TWO WITH 2 REPEATERS/GETC
1	RACK THREE (COMBINER)
1	RACK FOUR TEST AND ALARM, WWVB
1	RACK FIVE NEC FIBER CHANNEL BANKS
1	ANTENNA SYSTEM

<u>SOUTH SITE</u>	
1	RACK ONE WITH 3 REPEATERS/GETC
1	RACK TWO WITH 2 REPEATERS/GETC
1	RACK THREE (COMBINER)
1	RACK FOUR TEST AND ALARM, WWVB
1	RACK FIVE NEC FIBER CHANNEL BANKS
1	ANTENNA SYSTEM

<u>CENTRAL SITE</u>	
1	RACK ONE COMBINER
1	RACK TWO WITH 2 REPEATERS/GETC
1	RACK THREE WITH 3 REPEATERS/GETC
1	RACK FOUR TEST AND ALARM, WWVB
1	RACK FIVE PHASE AND DELAY RACK
1	RACK SIX ALIGNMENT RACK
1	RACK SEVEN AUDIO MODEM RACK
1	RACK EIGHT CONTROL GETC'S
1	RACK NINE SITE CONTROLLER
1	RACK TEN VOTER #1, 2, 3
1	RACK ELEVEN VOTER 4, 5
1	RACK TWELVE MUX DISTRIBUTION
1	RACK THIRTEEN DIGITAL CHANNEL BANK
1	SYSTEM MANAGER AND TERMINAL
1	ANTENNA SYSTEM
6	MAESTRO-NT CONSOLES (PARTS/LABOR-24 HRS)
0	MAESTRO-NT CONSOLES (ON PARTS WARRANTY-24 HRS)
1	ELECTRONIC CONTROL (PARTS/LABOR 365 DAYS)

Note: Items highlighted will be partially replaced during the rebanding process. The replacement equipment will be in warranty for one year and the maintenance pricing for that equipment will be reduced during that year as provided in Addendum I of this Agreement.

B. MOBILE EQUIPMENT:

QTY	Description Mobile / Portable Equipment
88	MPA PORTABLE WITHOUT ENCRYPTION
23	MPA PORTABLE WITH ENCRYPTION
39	MISC PORTABLES
10	LPE SERIES PORTABLES W/O ENCRYPTION
3	700-P PORTABLE WITHOUT ENCRYPTION
1	700-P PORTABLE WITH ENCRYPTION
15	SINGLE UNIT CHARGER
10	SIX UNIT RACK CHARGERS
4	MDX CONTROL STATION WITHOUT CABINET
9	MDX MOBILES
4	RANGR CONTROL STATION W/CABINET
165	RANGR S850 MOBILE
1	ORION MOBILE WITH ENCRYPTION
35	ENCRYPTION KIT ONLY FOR RANGR S825
84	EMERGENCY EQUIPMENT FOR PATROL VEHICLE (LIGHTBARS, STROBES, SHOTGUN RACKS, ETC)
60	EMERGENCY EQUIPMENT FOR OTHER VEHICLES
65	VIDEO, IN-OUT (NO PARTS)
66	SIREN KITS V1016 GE VERSION
14	P7170 PORTABLES WITH ENCRYPTION
62	P7150 PORTABLES WITHOUT ENCRYPTION
	Annual Subtotal of police equipment above
	Non-Police Equipment (Public Works, Parks, City)
8	LPE SERIES PORTABLES W/O ENCRYPTION
100	PCS PORTABLE W/O ENCRYPTION
12	300P analog PORTABLE WITHOUT ENCRYPTION
55	SINGLE UNIT CHARGER
5	SIX UNIT RACK CHARGERS
9	COMPACT VEHICLE CHARGER
18	MDX CONTROL STATION WITHOUT CABINET
19	MDX CONTROL STATION WITH CABINET
161	MDX MOBILE
8	EDACS 500M MOBILE
2	P5150 PORTABLE
7	P5130 PORTABLE
	Annual Subtotal of non-police equipment above

Note: Items highlighted above will be partially replaced during the rebanding process. The replacement equipment will be in warranty for one year and the maintenance pricing for that equipment will be reduced during that year as provided in Addendum I of this Agreement.

ADDENDUM III

SPECIAL CONDITIONS

EDACS System Upgrades

As a one time technology update to the Overland Park EDACS system, all of the following changes will be made to the System at no cost for hardware or installation to Overland Park.

- **MIII Stations**
 - Twelve (12) each MII Stations will be replaced with Twelve (12) each MIII Stations.
 - Installation of these stations will be coordinated with the installation of the three MIII Stations that are being provided through the Rebanding Services Agreement
 - The 12 MIII Stations will be replaced at no cost to Overland Park for hardware or installation.
 - The installation schedule will be mutually agreed upon in writing by the Customer and Seller.
 - Project Management will be provided by Seller.
 - Hardware Installation will be performed by Communications Associates as a subcontractor to Seller.

- **Communications System Director (CSD)**
 - The existing Communications System Director will be replaced with a new CSD hardware platform.
 - Installation of the CSD will be scheduled independently of the work to be performed under the Rebanding Services Agreement.
 - The schedule for installation will be mutually agreed upon in writing by the Customer and Seller.
 - CSD installation will be performed by Communications Associates as a subcontractor to Seller.

- **IMC Manager (MOMPC)**
 - The existing IMC Manager will be replaced with a new IMC Manager hardware platform.
 - Installation of the IMC Manager will be scheduled independently of the work to be performed under the Rebanding Services Agreement.
 - The schedule for installation will be mutually agreed upon in writing by the Customer and Seller.
 - IMC installation will be performed by Communications Associates as a subcontractor to Seller.

- **Netclock**

- The existing Netclock will be replaced with a new Netclock hardware platform.
 - Installation of the Netclock will be scheduled independently of the work to be performed under the Rebanding Services Agreement.
 - The schedule for installation will be mutually agreed upon in writing by the Customer and Seller.
 - Netclock installation will be performed by Communications Associates as a subcontractor to Seller.
- **Installation of 6 New Console Computers**
 - The existing 6 Maestro console computers that run on an NT software platform will be replaced with existing 6 new Maestro console computers that run on an XP software platform
 - Installation of the 6 new Maestro console computers will be scheduled independently of the work to be performed under the Rebanding Services Agreement.
 - The schedule for installation will be mutually agreed upon in writing by the Customer and Seller.
 - The new Maestro console computer installation will be performed by Communications Associates as a subcontractor to Seller.
- **Installation of Software FX Updates**
 - Once the new CSD, IMC Manager, Netclock and Maestro console computer upgrades have been installed the Customer system will be brought up to current levels of Software FX releases for the entire backbone system.
 - Some components of the System may already be at the level of most current software release and may not require any work at this time.
 - Items that required Software FX upgrades will be identified to the Customer.
 - A schedule for upgrade of those items will be mutually planned and agreed to between the Customer, Seller and Communications Associates.
 - Installation of the software upgrades will be completed by Communications Associates as a subcontractor to Seller.
- **Finalization of Upgrades**
 - At completion of the MIII, CSD, IMC Manager, Netclock, Maestro console computer and Software upgrades, Seller will request that the Customer acknowledge in writing that the installation and configuration work for each of these items has been successfully completed. When all segments of the technology upgrade have been completed and signed off by the Customer, this one time System technology upgrade will be considered completed.
 - Should any issues occur during or after the installation of each upgrade, those problems will be immediately communicated to the Seller Regional Service Manager (“RSM”).

- If a problem occurs and the problem negatively impacts operation of the System, the fallback plan will be to re-install the original piece of equipment or previous version of software until the new equipment installation problem can be corrected.
 - Communications Associates will notify Seller's Technical Assistance Center (TAC) and Seller's RSM of the problem and the actions taken by Communications Associates to immediately resolve the issue.
 - When the new equipment installation problem is resolved, the new equipment will be re-installed and re-tested.
- If a problem occurs and the problem does not negatively impact operation of the System, the problem will be identified and reviewed as follows:
 - Communications Associates will immediately contact TAC and request that a customer request ("CR") be opened on the reported problem for tracking purposes.
 - Communications Associates will also immediately notify the Seller RSM and/or Seller Customer Service Manager ("CSM") to report the problem.
 - Seller's TAC, RSM, CSM and Communications Associates will continue to pursue the problem until it has been resolved and the CR is closed.